

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

NANCE M. HUTTER,

Plaintiff

v.

COUNTRYWIDE BANK, N.A., a
subsidiary of COUNTRYWIDE
FINANCIAL CORPORATION
WATERMARK CAPITAL, INC.
EVOLUTION MORTGAGE INC.

Defendants

Case no. 09-CIV-10092
(NSR) (LMS)

**Gerhard P. Hutter's
Affidavit in Opposition
to Rule 11 Sanctions**

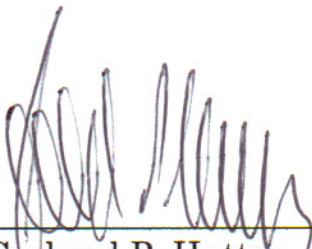
I, Gerhard P. Hutter, state under oath as follows:

1. I am the husband of Nance M. Hutter, the plaintiff in this lawsuit.
2. During 2006, I had many phone conversations with Todd Matthews, an employee of the mortgage broker Watermark Capital, Inc., concerning the \$1.785 million mortgage loan that Countrywide Bank, N.A. proposed to make to my wife.
3. At one point, Matthews told me that he would have to locate a mortgage broker "from your neck of the woods" who was licensed in New York State "to close this deal (the Mortgage), because the broker he worked for Watermark Capital, which had been processing my wife's loan, was not licensed in New York.

[Mr. Hutter's Affidavit in Opposition to Rule 11 Sanctions]

4. Later Matthews told me that "we asked Countrywide Bank to locate one of their local Brokers in New York to close that deal for us". They "found" mortgage broker Evolution Mortgage, and Countrywide had agreed with Evolution that Evolution would be the mortgage broker of record for Mrs. Hutter's loan.

5. The interest rate Countrywide aggressively sold and pushed through it's Broker Watermark was at all times 1 ½ % p.a. fixed, which was the only reason I negotiated with Mathews. At no times did I and by extension Plaintiff consider any option whatsoever. At the time we had a Mortgage in place with a 5.875% interest rate, we were quite happy with. To replace that with an about 2 1/2% higher rate would hardly have been considered by us.


Gerhard P. Hutter

Sworn to before me by
Gerhard P. Hutter this
5th day of June, 2014


Notary Public

